is a potential lien, and gives security for all advances made on the faith of it before receipt of actual notice of a second lien. *Ackerman* v. *Hunsicker*, 85 N. Y. 43. *Cf. Hopkinson* v. *Rolt*, 9 H. L. Cas. 514. If, on the other hand, the mortgagee has bound himself to make advances, he immediately becomes, by the better view, a *bonâ fide* purchaser to the full amount of his contractual liability, and no subsequent incumbrance can affect his rights. *Moroney's Appeal*, 24 Pa. St. 372; *Blackmar* v. *Sharp*, 23 R. I. 412. The English rule, however, accords with that of the principal case. *West* v. *Williams*, [1899] 1 Ch. 132.

MECHANICS' LIENS — WHAT CONSTITUTES MATERIALS FURNISHED. — The plaintiffs furnished lumber to make forms for a concrete building. These forms did not remain in the building permanently, but were made valueless by the use. A statute provides that "a person who performs labor or furnishes materials . . . for the improvement, in any manner, of real estate . . . shall have a lien thereon." *Held*, that the plaintiffs are entitled to a lien. *Avery* v. *Woodruff*, 137 S. W. 1088 (Ky.).

By the better view, a mechanics' lien statute which merely gives a new remedy to enforce a right is to be construed liberally. *Springer Land Association* v. *Ford*, 168 U. S. 513. See BOISOT, MECHANICS' LIENS, §§ 34–36. *Contra*, *Pugh Co.* v. *Wallace*, 198 Ill. 422. But even if it is considered to be in derogation of the common law, in Kentucky the principle of broad interpretation must be applied. RUSSELL, STATS. OF KY., 1909, § 4174. On this view, it has been decided by cases in which dynamite was used in construction, that to come within the words of the statute, physical incorporation into the structure of the materials furnished is not essential. *Giant-Powder Co.* v. *Oregon Pacific Ry. Co.*, 42 Fed. 470. On the other hand, strict construction has led to the decision that oil furnished to a railroad is not within the terms of a similar statute. *Central Trust Co.* v. *Texas & St. Louis Ry. Co.*, 23 Fed. 703. Taking the liberal view, the principal case appears to be closely analogous to the dynamite case, and accordingly a proper interpretation of the statute. To prevent an undue extension of the decision and to reconcile it with authorities, it is suggested that a proper delimitation would be to exclude material, such as scaffolding, which can be used again. *Oppenheimer* v. *Morrell*, 118 Pa. St. 189.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — FAILURE TO ENFORCE ORDINANCES RELATING TO USE OF STREETS. — A city passed an ordinance making it unlawful for vicious dogs to run at large and requiring police officers to kill any such dogs. Through failure of the officers to enforce the ordinance, the plaintiff was bitten. He sues the city on the theory that this was a failure to exercise a corporate rather than a governmental power. *Held*, that he may not recover. *Addington* v. *Town of Littleton*, 115 Pac. 896 (Colo.).

Constructing and maintaining streets in a reasonably safe condition is a corporate duty for the breach of which an action lies at common law. *Denver* v. *Maurer*, 47 Colo. 209. But making and enforcing ordinances regulating the use of streets is an exercise of governmental power, and for failure to enforce such ordinances there is no liability in the absence of statute. The principal case, although near the border-line, seems rightly decided. It represents the weight of authority. *Rogers* v. *City of Binghamton*, 101 N. Y. App. Div. 352, aff. 186 N. Y. 595; *Hull* v. *Roxboro*, 142 N. C. 453. *Contra*, *Taylor* v. *Mayor, etc. of Cumberland*, 64 Md. 68. The doctrine of the minority is criticized in 15 HARV. L. REV. 736.

NEW TRIAL — GROUNDS FOR GRANTING NEW TRIAL — PREJUDICIAL CONDUCT BY TRIAL JUDGE. — At a trial for murder the judge in making rulings did things which, probably negligible if limited to one or two instances, in the aggregate were calculated to create an atmosphere of prejudice against the de-